

TRANSFER
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Book 8213 Page 0027

32-178
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FRS File No.: 421035

Customer File No.: 3885

WARRANTY DEED

Know all Men by these Presents,

That Jonathan G. Shoulta, a married man

for consideration paid, grant to Max Stephen Klinker and Luke Robert Klinker

whose mailing address is 840 Ward Hill Road, Madison, ME 04950,

the receipt whereof I do hereby acknowledge, do hereby *give, grant, bargain, sell and convey*

unto the said Max Stephen Klinker and Luke Robert Klinker, as
tenants in common,

their heirs and assigns forever,

See Exhibit "A"

To have and to hold the aforegranted and bargained premises, with all the privileges and
appurtenances thereof, to the said Max Stephen Klinker and Luke Robert Klinker
their heirs and assigns, to them and their use and behoof forever.

And I do *covenant* with the said Grantee s, their heirs and assigns,
that I am lawfully seized in fee of the premises, that they are free of all encumbrances
that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and
that me and my heirs shall and will *warrant and defend* the same to the said
Grantee s heirs and assigns forever, against the lawful claims and demands of all persons.

(4) MNTS

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In Witness Whereof, _____, the said Jonathan G. Shoulta, a married man
joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the
above described premises, have hereunto set hand and seal this 22nd
day of the month of October, A.D. 2004.

*Signed, Sealed and Delivered
in the presence of*

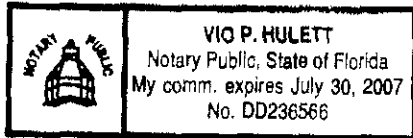
Jonathan G. Shoulta
Jonathan G. Shoulta

State of Florida County of Osceola ss.

Then personally appeared the above named Jonathan G. Shoulta

married man (fill in martial status) and

acknowledged the foregoing instrument to be his/her free act and deed.



Before me,

Vio P. Hulett
Notary Public
Printed Name

State of _____, County of _____ ss.

Then personally appeared the above named _____

(fill in martial status) and

acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public
Printed Name

EXHIBIT A

Warranty Deed

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Jonathan G. Shoulta
to
Max Stephen Klinker and Luke Robert Klinker

A certain lot or parcel of land, together with the buildings and improvements located thereon, situate in Waterville, County of Kennebec and State of Maine, being more particularly bounded and described as follows, to wit:

Being Lot numbered forty-nine (49) according to a Plan of Beverly Hills made for Charles F. Poulin by Harry E. Green, C.E., dated November 29, 1947, and recorded in the Kennebec County Registry of Deeds in Plan Book 15, Pages 80 and 81, to which Plan reference is made for a more particular description of the Lot.

Also another certain lot or parcel of land, together with any buildings and improvements located thereon, situate in Waterville, County of Kennebec and State of Maine, being more particularly bounded and described as follows, to wit:

Being Lot lettered A according to said Plan to which reference is made for a more particular description.

Both of the above parcels of land are conveyed subject to the following restrictions lettered from A to I, which will be binding upon the said grantees and all persons claiming or holding under or through said grantees, and said restrictions shall be deemed as covenants running with the title to said land:

A. That said land shall be used for only residential purposes, and not more than one (1) residence and the outbuildings thereof, such as a garage, shall occupy said land or any part thereof, at any one time, nor shall said lots be subdivided or so sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes;

B. That no house for more than two (2) families, and that no house costing less than four thousand five hundred and 00/100 (\$4,500.00) dollars shall be built upon said lots; and that no building, or extension to such building, shall be erected or placed on any part of said land nearer to the street line which said building faces than twenty-five (25) feet;

C. That any outbuilding, including garages, shall not be erected nearer to the street line upon which the house constructed or to be constructed on said lot shall face than the front part of the main building erected or to be erected on said lot or lots;

D. That no placards or advertising signs other than such as relate to the sale or leasing of said lot or lots, shall be erected or maintained on said lot or lots or any building thereon;

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E. That no fence or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with view from residences on adjoining lots;

F. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot or lots or in any building thereon;

G. That if the owner of two (2) or more contiguous lots desires to improve said lots as one (1) lot insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot;

H. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than six (6) feet, and in addition, the following shall be applicable to buildings erected or placed on Lots numbered five (5) and six (6):

1. No houses, extensions thereto, outbuildings, including garages or other buildings, shall in any case be erected on Lots numbered five (5) and six (6) nearer to the Sidney Road than twenty-five (25) feet;

2. No house, extension thereto, outbuildings, including garages or other buildings, shall be erected on Lot numbered thirty-two (32) nearer to both Franklin Street and Roland Street than twenty-five (25) feet. The restrictions in this paragraph shall not in any way affect those set forth in paragraphs lettered B and C.

I. Said lots are conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land, and applicable to all lots hereafter to be sold on a Plan of Lots known as Beverly Hills, in Waterville, Maine, aforesaid, and for a violation of the terms hereof, or any of them, by said grantees herein named, or any person or persons holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to the developer, his heirs and assigns, or the owner of any lot or lots on said Plan of Lots known as Beverly Hills to proceed at law or in equity to compel compliance with the terms thereof. The developer shall not be held responsible for the enforcement of the foregoing restrictions.

Being the same premises conveyed to Jonathan G. Shoulta by Warranty Deed from Michelle R. Turner (f/k/a Michelle R. Hopkins) dated November 17, 2000, and recorded in the Kennebec County Registry of Deeds in Book 6352, Page 195.

Received Kennebec SS.
11/23/2004 8:21AM
Pages 4 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS